Page 1 of 4

Electronically Recorded Official Public Records

Tarrant County Texas

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Suzanne Henderson

Submitter: SIMPLIFILE



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED BY SIMPLIFILE Noble, Gladys C. et vir Victor CHKO1061

By:			
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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode:12680

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this 21 day of 500 by and between Gladys C. Noble and husband. Victor Noble whose address is 6808 Meadow Rd North Richland Hills, Texas 76180, as Lessor, and CHESAPEAKE EXPLORATION, LL.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land beginning the complete of the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land beginning the complete of the covenants herein contained.

land, hereinafter called leased premises:

See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>, State of TEXAS, containing <u>1.725</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of <u>5 (five)</u> years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

- execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land do covered. For the purpose of determining the execute and the second of the purpose of t

such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transferse its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease

in accordance with the net acreage interest retained hereunder.

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10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of well as an exploring stanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities determed necessary by Lessee to discover, produce, store, treat and/or other substances produced on the leased premises except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted the results of the stands in which Lessor new or herafater has authority to grant auch rights in the vicinity of the leased premises or their partial termination of this lease; and (b) to any other lands in which Lessor new or herafater has authority to grant auch rights in the vicinity of the leased premises or the result termination of this lease; and (b) to any other lands in which Lessor new or herafater has authority to grant auch rights in the vicinity of the leased premises or the result termination of this lease, and (b) to any other lands in which Lessor new or herafater has authority to grant auch rights in the vicinity of the leased premises or the results are such as the lands of the stands and the lease of the lands are also as a such other lands dated that. We will also such as a such as a

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to after the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)				
Chita Male	Victor Noble			
Dlader noble	Victor Noble Glady's Noble			
	•			
	NOWLEDGMENT			
STATE OF TEXAS. COUNTY OF Texas This instrument was acknowledged before me on the 2t d.	avor Sentendon 2009, by Victor Nable			
This institute it was acknowledged before the off the	Sett Tuscos			
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Notary Public, State of Texas			
SCOTT TUGGLE	Notary's name (printed) Seett Jungfor Notary's commission expires: 0-1/20/2010			
Notary Public, State of Texas My Comm. Expires 04-20-2010	More A 2 Continues on expines 24 VTG 14TOLO			
(a) Control (b) ACKI	NOWLEDGMENT			
COUNTY OF TOWNS	Clara Nati			
This Instrument was acknowledged before me on the ZId	ay or September, 2000, by Cladys Noble			
	Test Tuck			
SCOTT TUGGLE	Notary Public, State of Texas			
Notary Public State of Texas	Notary's name (printed): Sash Track Notary's commission expires: Ut / 25/2010			
My Comm. Expires 04-20-2010				
STATION	E ACKNOWLEDGMENT			
COUNTY OF				
COUNTY OF day This instrument was acknowledged before me on the day a corporation,	of, 20, by			
acorporation,	on behalf of Sald corporation.			
	Notary Public, State of Texas			
Notary's name (printed):				
	Notary's commission expires:			
RECORD	DING INFORMATION			
STATE OF TEXAS				
County of				
This instrument was filed for record on theM., and duly recorded in	_ day of, 20, at o'clock			
Book, Page, of thereco	ords of this office.			
	Ву			
	Clerk (or Deputy)			

Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the day of september 2009, by and between, CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, as Lessee, and Gladys C. Noble and husband, Victor Noble, as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

1.725 acre(s) of land, more or less, situated in the William Mann Survey, Abstract No. A-1010, and being Lot 10R and the South 40 feet of Lot 11R, Block 3, of a Revision of Lots 10 and 11 in Block 3, of Morgan Meadows Subdivision, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the Plat recorded in Volume/Cabinet 388-19, Page/Slide 26, of the Plat Records, Tarrant County, Texas, and being further described in that certain Instrument dated 12/31/1996 and recorded at Instrument No. D196251804 of the Official Records of Tarrant County, Texas.

ID: 26730-3-10R26730-3-11R-11,